



COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE



MAYOR MICHAEL D. ANTONOVICH • CHAIR
SHERIFF LEROY BACA • VICE-CHAIR
MARK DELGADO • EXECUTIVE DIRECTOR

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LOS ANGELES, CA 90012
(213) 974-8398

June 21, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

8 JUNE 21, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE THE CONTRACT AGREEMENT BETWEEN THE CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION AND THE COUNTYWIDE
CRIMINAL JUSTICE COORDINATION COMMITTEE IN THE AMOUNT OF \$1,000,000
FOR TWO YEARS (\$500,000 PER YEAR) TO PROVIDE CONTINUED SERVICES
FOR THE WOMEN'S REENTRY COURT PROGRAM; AND EXECUTE AN
AMENDMENT TO THE DEPARTMENT OF PUBLIC HEALTH AGREEMENT NUMBER
H-801596 WITH PROTOTYPES TO EXTEND THE CONTRACT TERM AND
INCREASE THE CONTRACT SUM FOR RESIDENTIAL TREATMENT SERVICES
AND TO ADD NEW, ENHANCED OUTPATIENT TREATMENT SERVICES FOR THE
WOMEN'S REENTRY COURT
(ALL DISTRICTS)
(4 VOTES)**

SUBJECT

The California Department of Corrections and Rehabilitation (CDCR) has extended funding for Los Angeles County's Women's Reentry Court (WRC) program for an additional two-year period: July 1, 2011 through June 30, 2013. The Countywide Criminal Justice Coordination Committee (CCJCC) recommends approval of the CDCR Agreement and acceptance of funding to allow for continued implementation of the program. In addition, the Los Angeles Superior Court has received additional American Recovery and Reinvestment Act (ARRA) grant funding from the California Emergency Management Agency (Cal EMA) to add new, enhanced outpatient treatment services for female parolees enrolled in WRC. The Department of Public Health (DPH) recommends approval to execute an amendment to Agreement No. H-801596 with Prototypes to continue residential treatment services as outlined in the Agreement with CDCR and to implement enhanced outpatient treatment services as funded by the CalEMA ARRA grant.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Executive Director of CCJCC to sign the attached Agreement with CDCR (Attachment A) and accept funding for residential treatment services for up to 30 parolees per year in the WRC Program. Total funding for the two-year grant period (July 1, 2011 to June 30, 2013) is \$1 million, or \$500,000 per year, and includes funding for CCJCC and DPH administrative overhead costs.
2. Delegate authority to the Executive Director of CCJCC to serve as Project Director of the CDCR Agreement and to execute any necessary amendments to the Agreement that permit the rollover of unspent funds, increase or decrease the funding amount, and/or extend the terms of the Agreement subject to review and approval by County Counsel and notification of your Board and the Chief Executive Office (CEO).
3. Approve and instruct the Director of DPH, or his designee, to execute Amendment Number 5 to Agreement H-801596 with Prototypes, substantially similar to Attachment B, to: a) extend the term to June 30, 2013, b) add additional funds for residential treatment services for women parolees enrolled in the WRC Program for the period of July 1, 2011 through June 30, 2013 in an amount not to exceed \$904,613 (\$452,925 for FY 2011-12 and \$451,688 for FY 2012-13), which is 100 percent offset by CDCR funding received by CCJCC and transferred to DPH; and c) add funds for outpatient treatment services provided to WRC Program participants for the period of July 1, 2011 through December 31, 2012 funded by the Cal EMA Parolee Reentry Court Grant in an amount not to exceed \$248,958 (\$199,166 for FY 2011-12 and \$49,792 for FY 2012-13), which is 100 percent offset by ARRA funding received by the Superior Court and transferred to the County through CCJCC.
4. Delegate authority to the Director of DPH, or his designee, to execute amendments to Agreement H-801596 with Prototypes to adjust the term of the agreement through September 30, 2013; allow for the rollover of unspent funds and/or redirection of funds; and/or provide an internal reallocation of funds between budgets, an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and/or allow for contract language changes that are non-substantive, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Women's Reentry Court (WRC) has received two grant awards to extend and enhance the program's operation. CDCR has agreed to renew its funding of residential treatment services for parolees in the program. CalEMA has

increased its ARRA grant award to the Superior Court to expand the scope of outpatient services provided.

The recommended Board actions would authorize the acceptance of CDCR grant funding and the amendment of an existing alcohol and drug services agreement with Prototypes for the services specified in the grant awards.

WRC is an innovative alternative to conventional criminal prosecution of female parolees and probationers facing a new felony charge. The goals of the program are to reduce recidivism and support successful community reintegration among women offenders who suffer from multiple issues, including mental illness, substance abuse and extensive trauma histories. The volunteer program provides access to intensive treatment services, case management and employment support in lieu of incarceration.

WRC serves 60 female parolees and felony probationers per year (approximately 30 parolees and 30 probationers). Eligible participants are parolees or probationers who have picked up a new, non-violent felony charge and face an imminent prison sentence. In lieu of prison, WRC offers participants up to 10 months of residential treatment followed by 12 months of outpatient counseling and ongoing support in the community. Individualized and gender-specific treatment plans include substance abuse treatment; mental health services; healthcare; housing support; employment and vocational services; parenting and life skills training; child reunification; and domestic violence counseling.

WRC is currently funded in part by a two-year, \$1 million agreement with CDCR that expires June 30, 2011. Based on the success of the program, CDCR has agreed to provide CCJCC an additional two years of funding for the program as currently implemented and outlined in the attached Agreement (Attachment A). The Agreement continues the previous funding amount of \$500,000 per year and runs from July 1, 2011 to June 30, 2013. This grant funds the provision of six months of residential treatment services to parolees in the program.

WRC is also currently funded by a \$698,563 ARRA grant from CalEMA to the Los Angeles Superior Court. The Superior Court designated CCJCC in its grant application as the project's implementing agency and transfers the grant funding to CCJCC to fund program services. The current ARRA grant funds four months of residential treatment services for parolees in the program – treatment which is in addition to the six months funded by CDCR. The ARRA grant expires December 31, 2012.

CalEMA has now awarded an additional \$248,958 in ARRA funding to the program. The new ARRA funds will be used to enhance outpatient treatment and transition planning services for the WRC Program. The new funding will enable the treatment team to add a mental health clinician, a job developer, and a reentry liaison. All three positions will be critical additions to the multidisciplinary treatment team and will be

focused mostly on supporting the WRC participants in outpatient treatment services. The mental health clinician will be hired to provide on-going mental health support and treatment in collaboration with the treatment team; the dedicated job developer will provide employment and job skills development, job training, and employment placement services to WRC participants; and the reentry liaison will facilitate intake, lead outpatient groups focused on reentry issues, and provide individual counseling and education to WRC participants.

The additional ARRA funds received will also be transferred by the Court to the County through CCJCC to fund the provision of services.

Board approval of the CDCR Agreement allows CCJCC to accept funding from CDCR to continue providing services to parolee participants in the WRC program.

Board approval of the Amendment to the alcohol and drug treatment services contract with Prototypes allows for the continued provision of residential treatment services and implementation of enhanced outpatient treatment services for women parolees enrolled in the WRC and adds funds for the provision of these services. DPH will continue to administer the agreement with Prototypes.

Under Recommendation 4, DPH is requesting delegated authority to execute amendments to internally reallocate funds between budgets and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term. This delegated authority will enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal 5, Public Safety, Goal 4, Health and Mental Health, and Goal 2, Children, Family and Adult Well-Being.

FISCAL IMPACT/FINANCING

The recommended actions result in additional revenues of \$1 million over two years from CDCR that will fund treatment services for parolee participants in the WRC. Of this amount, \$904,613 will be allocated to Prototypes (\$452,925 in FY 2011-12 and \$451,688 in FY 2012-13), and \$95,387 will be retained for administrative costs shared by CCJCC and DPH (\$47,693 each for CCJCC and DPH).

The recommended actions will also result in additional ARRA revenues of \$248,958 from CalEMA via the Superior Court from July 1, 2011 to December 31, 2012. These funds will be allocated to Prototypes for enhanced outpatient services (\$199,166 in FY 2011-12 and \$49,792 in FY 2012-13).

There is no net County cost with this action. The additional grant revenue received by CCJCC (Board of Supervisors Executive Office) and DPH will be reflected in the departments' final budget changes for FY 2011-12.

CONTRACTING PROCESS

Prototypes was initially selected for its existing residential treatment services through a competitive bid process; the contract was further extended on a sole source basis. Since the inception of the WRC, Prototypes has been the sole service provider for the program.

The contract term for the current Prototypes agreement is July 1, 2006 through September 30, 2012. Approval of the recommended actions will allow for the extension of the term of the agreement through June 30, 2013 and increase the total contract funding amount by \$1,153,571, consisting of \$904,613 for the continued provision of residential treatment services and \$248,958 for the addition of specified enhanced outpatient services to the Prototypes agreement.

IMPACT ON CURRENT SERVICES

The CDCR Agreement and additional two years of funding from CDCR will allow WRC to continue operating at its current capacity and to continue providing evidence-based treatment services to eligible women offenders and their children. The new ARRA funding from Cal EMA will allow for the provision of enhanced outpatient treatment services for the WRC.

CONCLUSION

Upon approval, please return two (2) copies of the adopted Board letter to Mark Delgado, Executive Director of the Countywide Criminal Justice Coordination

The Honorable Board of Supervisors
June 21, 2011
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Committee, and two (2) copies to Jonathan Fielding, Director and Health Officer,
Department of Public Health.

Respectfully submitted,



MARK DELGADO, Executive Director
Countywide Criminal Justice
Coordination Committee



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer
Department of Public Health

MD:cgm

Attachments (2)

c: William T Fujioka, Chief Executive Officer
Sachi Hamai, Executive Officer, Board of Supervisors
Andrea Sheridan Ordin, County Counsel
Board of Supervisors Justice Deputies
Board of Supervisors Health Deputies
David Sommers, CEO Acting Public Information Officer

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
FEMALE OFFENDER PROGRAMS AND SERVICES

LOS ANGELES WOMEN'S REENTRY COURT PROGRAM

I. INTRODUCTION TO SERVICES

The Los Angeles Countywide Criminal Justice Coordination Committee (CCJCC) agrees to continue the Los Angeles Women's Reentry Court (WRC) program. The program assesses the needs of eligible female offenders and develops a multi-agency service plan in coordination with the California Department of Corrections and Rehabilitation (CDCR) to oversee the delivery of appropriate gender-specific services to female parolees in the program. Service delivery techniques are adapted to reflect an understanding of both gender and cultural diversity and to address existing service gaps. CCJCC shall facilitate ongoing collaboration with service networks to leverage the strengths of local agencies and partners, provide for long-term benefits to female offenders, and assist in increasing the probability of success upon community reintegration and improved public safety. Specific and appropriate services will be provided to eligible female parolees immediately upon admission to the WRC program.

The Los Angeles Countywide Criminal Justice Coordination Committee, a multi-agency, multi-jurisdictional committee that coordinates criminal justice matters, is the lead agency on the program. The Public Entity Agreement with CCJCC will include a subcontract with Prototypes.

II. BACKGROUND

In July 2005, the former CDC changed its name and mission to address the rehabilitative and re-entry needs of incarcerated males and females. As part of this reorganization, the reorganized California Department of Corrections and Rehabilitation (CDCR) established a new unit, Female Offender Programs and Services (FOPS). FOPS' mission is to implement national standards for the management, rehabilitation, and community reintegration of the over 11,600 women incarcerated within the CDCR, and the over 12,000 that are on active parole. To facilitate the female offender reform efforts, the CDCR created a strategic plan for improving outcomes for female offenders by implementing gender-appropriate operational practices, programming, medical and mental health care, treatment services, and community placements.

This strategic plan provides the structure for:

- Developing a re-entry plan at reception for the majority of female offenders who will be released to the community,
- Meeting the physical and mental health needs of female juvenile and adult offenders through gender-responsive treatment,
- Creating policies and operational practices that ensure safe and productive custodial and non-custodial environments,
- Developing and implementing educational, vocational, and treatment programs that target pathways to repeat offending, and
- Designing and overseeing a community-based service delivery system for low-risk female offenders.

The WRC program is a treatment diversion program for female offenders charged with a new, non-violent felony offense. Eligible participants are already on probation or parole for previous convictions. As such, the program diverts the participants from certain state prison sentences.

In 2006, CDCR's Division of Community Partnerships awarded Los Angeles County an Intergovernmental Partnership Grant to implement the WRC program. The grant funded six months of intensive residential treatment services for parolees who enter the program. Prototypes, the treatment provider for the program, provided, at a minimum, six months of additional outpatient treatment to each participant following residential treatment.

The Women's Reentry Court adheres to evidence-based drug court principles. The program offers intensive treatment and strict judicial supervision. Intensive wrap-around treatment plans are designed to address the specific needs of each participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified services.

III. PROJECT GOALS

The overall goal of this Agreement is to provide six months of intensive wrap-around residential treatment services for female parolees designed to address the specific needs of each participant. Services include substance abuse treatment, mental health services, housing, employment assistance, child reunification, domestic violence and trauma counseling, and other identified needed services.

Prototypes is the treatment provider identified by Los Angeles County's Department of Public Health, Substance Abuse Prevention and Control, for residential treatment services through a competitive bidding process. The program offers intensive treatment and strict judicial supervision. Intensive wrap-around treatment plans are designed to address the specific needs of each parolee participant. Services include substance abuse treatment, mental health services, housing, employment

assistance, child reunification, domestic violence and trauma counseling, and other identified services.

Though not outlined or funded by this Agreement, evaluation activities of the WRC program are ongoing and instructive for program management and success. The State Administrative Office of the Courts is conducting an evaluation of parolee reentry courts, including Los Angeles County's Women's Reentry Court. That evaluation will be presented to the State legislature.

In addition, UCLA's Integrated Substance Abuse Program is funded through the California Endowment to finalize a WRC program evaluation with the following outcome measures:

- Program completion and retention and early discharge from parole (via admission and discharge records)
- Health status and access to health care (self-report at baseline and follow-up)
- Psychological status and self-efficacy (self-report at baseline and follow-up)
- Employment and/or continued education (self-report at baseline and follow-up)
- Parental attitudes/parental reunification (self-report at baseline and follow-up)
- Drug use (urinalysis results and self-report at baseline and follow-up)
- Recidivism rates (CDCR Offender Based Information System)

Evaluation reports generated by UCLA ISAP pursuant to funding from the California Endowment will be shared with Los Angeles County's Women's Reentry Court Steering Committee and CDCR FOPS for continued program analysis. A final comprehensive evaluation report will be provided to CDCR-FOPS December 2011, which will satisfy the evaluation obligation through the term of this contract.

IV. PROJECT OBJECTIVES

The Project Objectives are:

- Coordinate the WRC program
- Provide intensive gender-specific residential treatment for each parolee participant for six (6) months or until parolee's discharge from parole.
- Provide up to an additional four and a half (4 ½) months of extended non-CDCR funded residential care to those parolee participants that require longer treatment stays.
- Provide additional six (6) months of outpatient treatment for each parolee participant

- Screen each participant for eligibility based on approved eligibility criteria
- Develop and utilize individualized treatment plans that provide evidence-based services for each participant
- Ensure, through the WRC Steering Committee, that an evaluation of program processes and activities is conducted to assess the quality and effectiveness of treatment services provided

V. CONTRACTOR RESPONSIBILITIES

- a. CCJCC shall provide overall coordination and management of the WRC program and agreement.
- b. CCJCC shall utilize the established multi-agency Women's Reentry Court Steering Committee to serve as the coordinating body for the WRC program.
- c. Through agreements and contracts with other agencies, CCJCC agrees to:
 - 1) Ensure six (6) months of intensive gender-specific residential treatment is provided for 15 parolee participants every six months for a total of 30 parolees per year diverted into the WRC program.¹
 - 2) Ensure all parolee participants approved for participation are screened using the eligibility criteria and validated assessments established by CCJCC and the Women's Reentry Court Steering Committee.
 - 3) Ensure individualized treatment plans are developed and evidence based services provided for each participant. Those services will include substance abuse treatment, mental health services, domestic violence and trauma counseling, vocational and employment assistance, child reunification, parenting and life skills training, and other services as identified in the needs assessments.
 - 4) Ensure parolee participants, after completing residential treatment, are transitioned into the next appropriate level of care. Parolee participants may be transitioned into extended residential treatment, intensive outpatient or outpatient treatment modalities. Any residential treatment provided following the CDCR-funded six (6) months residential treatment component will be funded by other sources.
 - 5) Ensure (to the extent feasible) gender-responsiveness and cultural competency of services provided to program participants.

¹ Fifteen residential treatment slots will be provided, and residential treatment will last at least six months. However, because it is possible some participants may be terminated from the program for violations or other cause, CCJCC cannot ensure that 30 parolees per year receive the full six months of residential treatment.

Los Angeles Countywide Criminal Justice Coordination Committee (CCJCC)
SCOPE OF WORK

- 6) Ensure Contractor's Case Managers work closely with CDCR Parole Agents with Women's Reentry Court caseloads to serve participants and obtain program access for program participants.
 - 7) Ensure contracted Case Managers support CDCR Parole Agents who must maintain appropriate supervision of parolee participants.
 - 8) Ensure that CDCR Parole Agents are provided access to WRC parolee participants.
 - 9) Ensure all reports are provided timely and as necessary and required by CDCR.
 - 10) Ensure that subcontractors utilized in this agreement are paid for services provided.
 - 11) Ensure program processes and activities are evaluated to assess the quality and effectiveness of treatment services provided and monitor outcomes, such as program completion and retention, health status, psychological status, employment and/or continued education, parental attitudes/parental reunification, drug use, and recidivism rates.
- d) CCJCC shall not utilize CDCR residential services funds to purchase real property, specifically real estate.
- e) CCJCC agrees to the following program participation guidelines:
- 1) Eligibility criteria include the following:
 - (A) Female offenders paroled from a CDCR institution under the jurisdiction of the Los Angeles Superior Court facing a new, non-violent felony charge.
 - (B) Must have legal residence in the County of Los Angeles.
 - (C) Female parolees referred to the WRC program shall have a minimum of six months remaining on parole.
 - 2) Participant requirements include the following:
 - (A) Female parolees must agree to participate a minimum of six months in the residential treatment component of the program
 - (B) Female parolees must sign a Memorandum of Understanding (MOU) and agree to participate in the program as a condition of parole.
 - 3) Parolee participants that are terminated from treatment for non-compliance or pick up a new case shall be immediately referred back to the Court and CDCR will be immediately notified.

- 4) If a parolee participant is terminated from the WRC program, she may or may not be subject to a return to prison commitment on a new offense or as an internal violation. The Board of Parole Hearings (BPH) shall immediately be notified that the offender is no longer participating in the program.
- 5) Program participants may successfully exit the program at any time, upon the recommendation of the Parole Agent, the Contractor's Case Manager, and the Judicial Officer supervising the WRC.

VI. INVOICING PROCESS

Contractor shall verify monthly invoices for cost reimbursement for services provided to CDCR funded parolee participants.

An original and two (2) copies of the monthly invoice shall be forwarded to the FOPS Program Manager for review and approval. Invoices shall be mailed to the FOPS Program Manager no later than the 15th of the following month.

CCJCC shall review all invoices received from subcontractors for accuracy prior to forwarding to CDCR.

CCJCC shall submit to CDCR copies of each subcontractor's invoice and all necessary documentation to support all requested reimbursement costs.

VII. CDCR RESPONSIBILITIES

- a. The CDCR Division of Adult Parole Operations (DAPO) retains responsibility for the supervision of paroling WRC participants, their compliance with the law and their conditions of parole.
- b. DAPO will continue, to the extent possible, to assign a dedicated parole agent to supervise the parolees in the WRC program.
- c. The CDCR FOPS Unit will retain responsibility for contract monitoring and contract compliance.
- d. The FOPS Program Manager will review all invoices received and approve for payment all allowable services.
- e. CDCR shall refer female parolees to the WRC program.

VIII. DATA COLLECTION

Within 30 days of contract approval, the Contractor will be required to develop a system that is approved by CDCR to collect and report program and participant related data in an accurate and timely manner. The data will be used for reporting

program progress and evaluating the program performance as well as for services coordination. The system must be compatible with CDCR data systems (e.g., MS Access, MS Excel, etc.). At a minimum, the program and participant data will include:

a. Participant Data:

The Contractor is required to develop a system for accurate and timely collection and reporting of all participant data consistent with the specific nature of each specific program.

- 1) CDCR number for all participants.
- 2) Demographic, socioeconomic and criminogenic² data on all program participants and potential participants on the program waiting list.
- 3) Names of all assessment instruments used and baseline data summarizing: the participant's level of criminality, education, vocational abilities, substance abuse history, self-sufficiency, and social competency at program admission.
- 4) Appropriate case management data designed for follow up of progress in receiving services, such as name of case manager(s), date case manager assigned, follow up dates, status on entry, and end of month status for ongoing treatments or terminations.
- 5) Date participant is assessed, referred, and reports to the program for service.
- 6) Program participation; daily, weekly, and monthly attendance records, hours of treatment(s) and outcome/performance measures specific to each program both on the individual and the cohort level, as appropriate.
- 7) Monthly follow-up data detailing participant progress specific to objectives and goals identified and services received. Length of follow-up will be based upon CDCR's specific goals, objectives, and predetermined time frames.
- 8) Program data on successful or unsuccessful discharge status upon release/transfer from program/facility.

Data requirements may be modified to accommodate comparisons between projects with similar treatment models.

² Criminogenic needs are those factors that, when addressed or changed, affect the offender's risk of recidivism. Examples of criminogenics needs are: criminal personality, antisocial attitudes, values and beliefs, low self control, criminal peers, substance abuse, and dysfunctional families.

b. Program Data:

The Contractor shall submit monthly progress reports to the FOPS Program Manager on or before the 15th of the following month that include the following information:

Number of:

- New program admissions.
- Program exits and status at exit.
- Participant referrals to services by service type.
- Participant placements in services by service type.
- Active participants in the program during the reporting quarter
- Number of eligible participants on the program waiting list.
- Program capacity.

Both Participant and Program Data shall be collected and retained by the Contractor and made available to CDCR upon request. All data collected in support of the WRC program shall be maintained by the Contractor for up to three years from the date of termination of the Agreement.

c. Additional Data Collection:

The Contractor shall submit quarterly progress reports describing program activities, any upcoming major events and activities, all problems encountered, and plans for problem resolutions. These reports shall be submitted to the FOPS Program Manager on or before the 15th of the following month.

The Contractor shall have procedures developed and in place to:

- 1) Ensure and verify the validity of the data; and
- 2) Protect the data from unauthorized access and/or destruction due to negligence, malice, or disaster. If it has been determined that participant data has been compromised, the Contractor must notify CDCR within 24 hours of discovery or earlier.
- 3) Ensure no report, publication, and/or statistical data related to the program is released or revealed without the prior written approval from CDCR.
- 4) Cooperate in the evaluation of the program and assist CDCR and any designated evaluators on any additional data collection efforts and program analysis.
- 5) Submit participant level program data to CDCR by the 15th day of each month. The data file shall include all program activity for the previous month.

IX. CONFIDENTIALITY OF DATA

For the purpose of identifying CDCR's confidential information and patentable inventions not covered by pre-existing patents, the Contractor shall submit a copy of all proposed publications, papers, and any other written disclosure of such data or information to CDCR at least thirty (30) days prior to submission for publication or disclosure to a third party. In the event CDCR determines its confidential information is disclosed in such data or information, CDCR shall immediately notify the Contractor and, publication or disclosure will be withheld for a period not to exceed thirty (30) days to remove the presence of the CDCR's confidential information. In the event CDCR determines patentable subject matter is disclosed in such data or information, it shall immediately notify the Contractor and, if the agency concurs, publication or disclosure will be withheld (a) for a period not to exceed ninety (90) days to permit preparation and filing of appropriate patent application(s), or (b) until a patent application thereon has been prepared and filed, or (c) until the agency and CDCR mutually agree in writing that no patent application(s) shall be prepared or filed, whichever of (a), (b) or (c) is earlier in time.

The Contractor has the right to publish or present data and publications that are not deemed to violate these confidentiality or patent issues.

X. Project Support

The Contractor shall report to the Associate Director of FOPS of the Division of Adult Institutions or her/his designee. To the extent that CDCR staff is assigned or providing work on the specified projects, the CDCR will make these staff available to the Contractor for support and will provide other assistance as needed.

XI. Consultant Contractor's Rights and Obligations

The State hereby notifies the Contractor of his or her duties, obligations and rights as contained in Public Contract Code Sections 10355 through 10382.

Los Angeles Countywide Criminal Justice Coordination Committee (CCJCC)
SCOPE OF WORK

The Contract Managers for this Public Entity Agreement are:

Mark Delgado, Executive Director	Mojan Rogers, Staff Services Analyst Mojan.Rogers@cdcr.ca.gov
Los Angeles County, Countywide Criminal Justice Coordination Committee (CCJCC)	Female Offender Programs and Services
500 West Temple St, Rm. 520	California Department of Corrections and Rehabilitation
Los Angeles, CA 90012	Division of Adult Institutions
213-974-8398	1515 S Street, Suite 400-S
213-613-3822 (fax)	Sacramento, CA 95811
mdelgado@ccjcc.lacounty.gov	(916) 323-2069; fax (916) 323-2888

XII. CDCR Contact Information

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

Billing/Payment Issues:

Female Offender Programs and Services

Phone Number: (916) 323-2069

FAX Number: (916) 323-2888

Scope of Work/Performance Issues:

Division of Adult Institutions, Female Offender Programs and Services

Contact Person: Cherylann Mendonca, Associate Warden

Phone Number: (916) 323-2812

FAX Number: (916) 323-2888

General Contract Issues:

Procurement and Contracts Branch, Office of Business Services

Phone Number: (916)

FAX Number: (916)

L.A. Countywide Criminal Justice Coordination Committee (CCJCC)
California Department of Corrections and Rehabilitation (CDCR)
BUDGET DETAIL AND PAYMENT PROVISIONS

Agreement No.
Exhibit B

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1 (Contractor Budget Proposal) which is attached hereto and made a part of this Agreement, and upon submittal of deliverables referenced in Exhibit A, Scope of Work.
- b. Invoices shall include the Agreement Number, the Purchase Order Number, time period and deliverable title. Invoices shall be submitted in triplicate on the Attachment 1, Request for Fund Disbursement Form, not more frequently than monthly in arrears and only after acceptance of deliverables, to:

California Department of Corrections and Rehabilitation (CDCR)
Division of Adult Institutions
Female Offender Programs and Services
Attention: WRC Program Manager
P. O. Box 942883
Sacramento, CA 94283-0001

- c. CCJCC will maintain copies of all data and records supporting invoicing and billing for CDCR's review. CCJCC shall make the documents available to CDCR upon request.

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

L.A. Countywide Criminal Justice Coordination Committee (CCJCC)
California Department of Corrections and Rehabilitation (CDCR)
BUDGET DETAIL AND PAYMENT PROVISIONS

Agreement No.
Exhibit B

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code Section 927, et. seq.

4. Subcontractors (Applicable to all Agreements except Interagency Agreements)

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligations to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

FISCAL YEAR 2011 - 2012
(July 1, 2011 – June 30, 2012)

A. PERSONNEL*	No. of Positions	Monthly Salary	% of Project Time	No. of Months	Total
TOTAL PERSONNEL COSTS (A)					\$ 0
B. SUB-CONTRACTORS/CONSULTANTS COSTS (list firms and costs)					
*Prototypes – Treatment Provider -See Budget Proposal Worksheet					
					\$452,925
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)					\$452,925
C. OPERATING COSTS					\$ 0
TOTAL OPERATING COSTS (C)					\$ 0
SUBTOTAL ANNUAL DIRECT EXPENSES (A+B+C)					\$452,925
D. TOTAL INDIRECT COSTS					\$47,075
TOTAL BUDGET FOR FISCAL YEAR (2011/2012) (A+B+C+D)					\$ 500,000

FISCAL YEAR 2012 - 2013
(July 1, 2012 – June 30, 2013)

A. PERSONNEL*	No. of Positions	Monthly Salary	% of Project Time	No. of Months	Total
TOTAL PERSONNEL COSTS (A)					\$ 0
B. SUB-CONTRACTORS/CONSULTANTS COSTS (list firms and costs) *Prototypes – Treatment Provider -See Budget Proposal Worksheet					\$451,688
TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)					\$451,688
C. OPERATING COSTS					\$ 0
TOTAL OPERATING COSTS (C)					\$ 0
SUBTOTAL ANNUAL DIRECT EXPENSES (A+B+C)					\$451,688
D. TOTAL INDIRECT COSTS					\$48,312
TOTAL BUDGET FOR FISCAL YEAR (2011/2012) (A+B+C+D)					\$ 500,000

BUDGET PROPOSAL WORKSHEET FOR PER DIEM

This form is used to compute the Per Diem Rate, which is the amount the Contractor is paid per participant day. The Per Diem Rate is calculated as follows: Divide the Total Operational Budget by the number of participants by the total number of days in the fiscal year. **Note:** The CDCR will reimburse the Contractor monthly at the Per Diem rate for each parolee participating in the WRC Program. The Per Diem Rate shall include all Program expenses for the WRC parolee participants.

A.**FISCAL YEAR 2011/2012**
(July 1, 2011 through June 30, 2012)

Total Operational Budget / Number of Participants / Total Days = Per Diem Rate

\$ 452,925 / 15 / 366 = \$ 82.50

B.**FISCAL YEAR 2012/2013**
(July 1, 2012 through June 30, 2013)

Total Operational Budget / Number of Participants / Total Days = Per Diem Rate

\$ 451,688 / 15 / 365 = \$ 82.50

Contract No. H-801596

ALCOHOL AND DRUG SERVICES AGREEMENT

Amendment No. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	PROTOTYPES(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated July 1,
2006, and further identified as Agreement No. H-801596, and any
Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on _____, County's Board of Supervisors
approved amending the Alcohol and Drug Services Agreement to
increase the maximum County obligation to reflect new funding by
the California Department of Corrections and Rehabilitation and
to extend the term; and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to adjust the maximum County obligation, extend the
term, and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, effective on the effective date of this Amendment, throughout this Agreement the term "Exhibits" refers to Exhibit(s) A, B, C, D and E and the term "Schedules" refers to Schedule(s) A, B C, D and E (and when applied, the term "Budgets" refers to Budget[s] A, B, C, D and E), inclusively, unless otherwise noted.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective _____.
2. Subparagraph 1 of Paragraph 1, TERM of this Agreement, shall be revised to read as follows:

"The term of this Agreement shall commence July 1, 2006 and shall continue in full force and effect to and including June 30, 2013."

3. Subparagraph A of Paragraph 2, DESCRIPTION OF SERVICES of this Agreement, shall be revised to read as follows:

"A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - SUBSTANCE ABUSE PREVENTION AND CONTROL - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2006
- (2) Exhibit A - ALCOHOL AND DRUG RESIDENTIAL SERVICES
- (3) Exhibit B - ALCOHOL AND DRUG RESIDENTIAL SERVICES
- (4) Exhibit C - ALCOHOL AND DRUG RESIDENTIAL SERVICES - WOMEN'S REENTRY COURT
- (5) Exhibit D - ALCOHOL AND DRUG RESIDENTIAL SERVICES - WOMEN'S REENTRY COURT
- (6) Exhibit E - OUTPATIENT ALCOHOL/DRUG FREE COUNSELING SERVICES
- (7) COUNTY OF LOS ANGELES YOUTH TREATMENT STANDARDS AND PRACTICES - JANUARY 2008

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (7) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget (s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s)."

4. Subparagraphs G and H of Paragraph 4, MAXIMUM OBLIGATION OF COUNTY of this Agreement, shall be revised to read as follows:

"G. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided under this Agreement is Nine Hundred Eighty-Six Thousand, Two Hundred Twenty Dollars (\$986,220). This sum represents the total maximum obligation of County as shown in the Exhibit(s) C, D and E, attached hereto, subject to availability of funds.

H. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided under this Agreement is Five Hundred Eighty-Five Thousand, One Hundred Sixty-Two Dollars (\$585,162). This sum represents the total maximum obligation of County as shown in the Exhibit(s) C, D and E, attached hereto, subject to availability of funds."

5. Effective on the date of this Amendment, Exhibits D and E and Schedules D and E shall be attached hereto and incorporated herein by reference.

6. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

PROTOTYPES
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

(2YRS)

PROTOTYPES

EXHIBIT D

ALCOHOL AND DRUG RESIDENTIAL SERVICES

1. DEFINITION: Alcohol and drug residential services (i.e., residential alcohol and drug services) is a twenty-four (24) hour residential program where recovery services, and/or specialized recovery services are made available to persons including, but not limited to, homeless persons who have alcohol and/or drug problems. Program participants are to be involved in no less than six (6) hours of planned treatment and recovery activities per day under the supervision of trained staff.

Specialized recovery services may include therapeutic intervention by professional staff such as Licensed Clinical Social Workers, Marriage and Family Therapists, and Doctors of Philosophy.

The alcohol and drug residential services program is an accessible resource to the community for information about alcohol and drug related issues, referrals to appropriate alcohol and drug services, and opportunities for volunteer activity.

For purposes of this Exhibit, "homeless" persons are defined as those individuals with an alcohol and/or drug abuse problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks,

subways, bus terminals, railroad stations, airports, and other similar locations.

2. PERSONS TO BE SERVED: Persons to be provided residential alcohol and drug services are individuals residing in Los Angeles County, including but not limited to the homeless, who are affected by alcohol and/or drug related problems. Unless a specific special population(s) is identified immediately below, residential services will be made available to men and women of all ages, and to all ethnic and special population groups.

Specific special population(s) to be served is(are) women and their children. The program will serve: males/ X females. The age group(s) to be served is(are) 18 to 75 years of age.

Duration of participation as a resident by any individual shall not exceed 365 days without prior written approval of the Substance Abuse Prevention and Control ("SAPC") Director, or his designee, (all hereafter "SAPC Director"). In evaluating participants for admission to the program, preferential consideration shall be given to homeless persons with alcohol and/or drug problems.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor shall provide services at the following facility(ies) and submit participant data for services provided therein, as required in Paragraph 12 AUTOMATED PARTICIPANT

REPORTING SYSTEM of this Exhibit. Facility may be removed as a service delivery site for this Exhibit if Contractor does not submit participant data from the facility for three consecutive months. Contractor's facility(ies), where residential alcohol and drug services are to be provided, and the days and hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at 831 East Arrow Highway, Pomona, California 91767. Contractor's facility telephone number is (909) 398-4383, facsimile/FAX number is (909) 398-0127, and electronic-mail ("e-mail") address is cloch@prototypes.org. Contractor's facility days and hours of operation are 7 days a week, 24 hours a day.

Contractor shall obtain prior written approval from SAPC Director, at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director, at least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION:

A. During the period of July 1, 2011 through June 30, 2012, that portion of the maximum obligation of County which

is allocated for the facility(ies) listed in this Exhibit for residential alcohol and drug services is Four Hundred Fifty-Two Thousand, Nine Hundred Twenty-Five Dollars (\$452,925). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2012 through June 30, 2013, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for residential alcohol and drug services is Four Hundred Fifty-One Thousand, Six Hundred Eighty-Eight Dollars (\$451,688). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, as set forth in the Schedule(s), referred to above and attached hereto.

Further, County agrees to compensate Contractor for services provided to participants under this Agreement at the daily rate (either a fee-for-service rate, or provisional rate, for each resident day or portion thereof) as set forth in this Schedule(s)

referred to above, and attached hereto. For purposes of this Agreement, the definition of "resident day" is a twenty-four (24) hour period during which a specified licensed bed is assigned to and occupied by a registered participant.

County shall reimburse Contractor for the total days that a registered participant stays in a program, including the first day, but not the last day. If a registered participant stays in the program only a portion of one (1) day, and if sobering services are provided that person, County shall pay Contractor for one (1) resident day if said person remains in the program at least three (3) hours after being registered.

SAPC's Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule page of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. SAPC's Director shall review revised budget and cost report, and determine whether a rate adjustment is necessary. In the event SAPC's Director, in his/her sole discretion, determines a rate adjustment is necessary, prior written notice of such reimbursement rate changes shall be provided to Contractor, DPH Contracts and Grants

Division, and to County's Chief Executive Officer. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by SAPC's Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for SAPC Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within

thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

Contractor agrees to allow County to use Contractor=s program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System (LACPRS) for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation

activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph, shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PERFORMANCE BENCHMARKS AND DASHBOARDS: Contractor performance for services provided under this Agreement shall be measured against County Benchmarks. County will regularly provide to Contractors a report of their performance and the corresponding benchmarks through SAPC Dashboards, which shall be made public and posted on the SAPC website. Contractors shall be

responsible for reviewing the Dashboard and ensuring they meet the established benchmarks.

For purposes of measuring Contractor's performance, the following shall apply:

A. Contractor is expected to meet the County Benchmark in the selected areas identified by SAPC through directive(s).

B. If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30), then Contractor shall develop a performance improvement plan. When an improvement plan must be completed, it shall be submitted to SAPC Director or his designee, by no later than September 15 of the next fiscal year.

C. In addition to providing a performance improvement plan, Contractors that fall below 20% on one or more of the benchmarks, as indicated by their Dashboards, shall also participate in a process improvement activity that addresses the benchmark requiring improvement. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or his designee.

8. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, alcohol and drug use, criminal (if any), and medical histories; participant identification data; diagnostic studies, if

appropriate; a recovery and treatment plan which includes short- and long-term goals generated by staff and participant; assignment of a primary counselor; description of type and frequency of services including support services to be provided; a record of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

9. EMERGENCY MEDICAL TREATMENT: Participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to Contractor hereunder. Contractor shall have a current written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to SAPC.

10. CORE SERVICES TO BE PROVIDED: Contractor shall provide a basic core of residential alcohol and drug services (in addition to the services as listed in other parts of this Agreement), which shall be in accordance with procedures formulated and adopted by Contractor's staff, and approved by SAPC Director.

A. Core services to be provided hereunder are as follows:

(1) Conduct intake and comprehensive assessment of participant's physical and emotional health; alcohol and/or drug use; vocational/educational, legal, housing, family/interpersonal, and recreational needs.

(2) Provide recovery and treatment planning and an intensive residential stay, including room and meals.

(3) Provide individual, group, family, and collateral counseling in accordance with the participant's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.

(4) Host, or refer participants to, self-help groups.

(5) Provide social and recreational activities for residents (i.e., participants).

(6) Provide, or arrange referral to, vocational counseling, training, and skills development.

(7) Coordinate with other agencies, including criminal justice agencies involved with alcohol and drug programs.

(8) Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

(9) Provide information and education on tuberculosis and access to tuberculosis screening and services, in accordance with Title 45 of the Code Federal Regulations ("CFR") part 96.127(a)(1) and (a)(2).

(10) Provide information and education on viral hepatitis and sexually transmitted diseases (STD). STDs are defined as diseases communicable by sexual relations, such as Chlamydia, genital warts, Gonorrhea, Hepatitis "B" and "C", herpes, Syphilis, and Trichomoniasis.

(11) Refer participant, including homeless participant, for any service deemed appropriate for contributing to participant's rehabilitation, including residential detoxification and social services and mental health programs. Such services shall not be a charge to County nor reimbursable to Contractor hereunder.

(12) Assist with exit planning to ensure that participant has support in recovery, including transition to community services.

(13) Notify the appropriate referral agency when any participant is considered for discharge and include an appropriate entry on exit plan for participant.

(14) Conduct follow-up on former participants in accordance with Contractor's written policies and procedures which shall be approved by SAPC Director, prior to commencement of this Agreement. Contractor shall attempt to contact any participant who has been a resident of Contractor's alcohol and drug residential services program for a minimum period of thirty (30) calendar days and who has left the program for any reason. The purpose of such follow-up shall be to determine the participant's current health status and treatment needs, and to advise the participant relative thereto. All attempts to contact the former participant, and the result of such attempts, shall be documented in the participant's records and shall include as appropriate: 1) participant's willingness to respond to Contractor's follow-up efforts, 2) status of participant's alcohol and drug use, 3) status of his/her current employment, and 4) history of arrest subsequent

to termination of treatment program. Contractor shall obtain participant's consent for follow-up contact at time of participant's admission to the alcohol and drug residential services program.

(15) Conduct body fluids testing (urinalysis) which, if performed by Contractor, shall require that each participant's emission of the urine collected to be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.

(16) If specialized recovery services are provided hereunder, Contractor shall perform additional specific services as listed in the Statement of Work attached to this Exhibit.

11. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

On an annual basis:

A. The total number of beds licensed by the State in the facility(ies) identified in this Exhibit is as follows:

Facility 1: 118.

B. The total number of beds to be used by program participants served under this Exhibit is as follows:

Facility 1: 17.

C. The total bed capacity to be used by program residents during the term of this Agreement is 6,205 (Item B x 365 days).

D. During the term of this Agreement, Contractor shall maintain an occupancy level of 88 percent of the total bed capacity.

E. Contractor shall provide a minimum of 5,490/5,475 resident day units of service during the Agreement term (Item C x Item D).

12. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the automated LACPRS. For the purpose of reporting data, Contractor will enter client information directly into the County LACPRS via Internet. In order to access LACPRS, Contractor shall provide a computer, including but not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide maintenance for the computer and related equipments, ensure that the computer equipment and internet connectivity are up to date, in good operational order at all times, ensure adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

ADRS
6/2011

(FFS/2YRS)

PROTOTYPES

SCHEDULE D

ALCOHOL AND DRUG RESIDENTIAL SERVICES

	Period of (07/01/11- 06/30/12)	Period of (07/01/12- 06/30/13)
1 Units of Service (Resident Day)	5,490	5,475
2. Maximum Allocation	\$ 452,925	\$ 451,688
3. Projected Revenue	\$	\$
4. Projected Total Gross Program Cost (Item 2 plus Item 3)	\$	\$
5. Projected Gross Program Cost per Resident Day (Item 4 divided by Item 1)	\$	\$
6. Fee-For-Service Rate per Resident Day (Item 2 divided by Item 1)	\$ 82.50	\$ 82.50
7. Maximum Monthly Amount/Allocation (Item 2 divided by the number of months in applicable period)	\$ 37,743	\$ 37,640

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, subparagraph A, subsection (5) and Paragraph 14, subparagraph H, of the ADDITIONAL PROVISIONS.

ADRS
6/2011

PROTOTYPES

STATEMENT OF WORK

ALCOHOL AND DRUG RESIDENTIAL SERVICES
(Residential Services)

1. DESCRIPTION OF SERVICES: Alcohol and drug residential services (i.e., residential alcohol and drug services) is a twenty-four (24) hour residential program where recovery services, and/or specialized recovery services are made available to individuals (including, but not limited to, homeless persons) who have alcohol and/or drug problems.

2. OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor, including but not limited to, the specific services to be provided as listed above, and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

ADRSSOW

(2YR)

PROTOTYPES

EXHIBIT E

OUTPATIENT ALCOHOL/DRUG FREE COUNSELING SERVICES
Women's Reentry Court

1. DEFINITION: Outpatient Alcohol/Drug Free Counseling Services (or "outpatient counseling services") are those alcohol and drug treatment and recovery services which are provided in a drug-free, non-drinking environment, that are directed towards alleviating and/or preventing alcohol and drug problems among individuals, or participants, including, but not limited to, homeless persons, pregnant and parenting women and their children, families, specific population groups, or the general community, all of which do not require residency at a provider's facility as part of the treatment and recovery process. This exhibit enhances the normal outpatient services provided under the Women's Reentry Court (WRC), based on a grant received through the California Emergency Management Agency (CalEMA), by providing specialized staff to focus on mental health support, job development and reentry coordination. This enhancement will ensure program participant receive additional enriched treatment services. Services may include, referral of a participant for medical detoxification services, residential and recovery house services, methadone treatment program services, psychiatric services, or other treatment services deemed appropriate by Contractor and approved by Substance Abuse Prevention and Control

("SAPC") Director, or his/her designee, (all hereafter "SAPC Director").

For purposes of this Exhibit, "homeless" persons are defined as those individuals with an alcohol and/or drug abuse problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and other similar locations that are within Los Angeles County.

2. PERSONS TO BE SERVED: Persons to be provided outpatient counseling services are individuals, or participants, residing in Los Angeles County, including but not limited to the homeless, who are affected by alcohol and/or drug related problems. Unless a specific special population(s) is identified immediately below, outpatient counseling services will be made available to women of all ages, and to all ethnic and special population groups, referred to treatment through the WRC Program.

Specific special population(s) to be served is (are) women and their children referred into WRC. The program will serve: males/ X females. The age group(s) to be served is (are) 18 to 75 years old.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor shall provide services at the following facility(ies) and submit participant data for services provided therein, as required in Paragraph 10, AUTOMATED PARTICIPANT REPORTING SYSTEM of this Exhibit. Facility may be removed as a

service delivery site for this Exhibit if Contractor does not submit participant data from the facility for three (3) consecutive months.

Contractor's facility(ies), where outpatient counseling services are to be provided, and the days and hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at 831 East Arrow Highway, Pomona, California 91767. Contractor's facility telephone number is (909) 398-4383, facsimile/FAX number is (909) 398-0127, and electronic-mail ("e-mail") address is cloch@prototypes.org. Contractor's facility days and hours of operation are 7 days a week/24 hours a day.

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION:

A. During the period of July 1, 2011 through June 30, 2012, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this

Exhibit for outpatient counseling services totals One Hundred Ninety-Nine Thousand, One Hundred Sixty-Six Dollars (\$199,166). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2012 through December 31, 2012, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for outpatient counseling services totals Forty-Nine Thousand, Seven Hundred Ninety-Two Dollars (\$49,792). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement amounts, and applicable employee positions/service hours, as set forth in the Schedule(s), referenced hereinabove.

County agrees to compensate Contractor for services provided to participants under this Agreement, at the hourly rate (provisional service rate per service hour) as set forth in the Schedule(s) referenced hereinabove. For the purposes of this Agreement, the definition of "service hour" is an hour worked by designated Contractor staff providing direct treatment services.

Contractor agrees that only services (i.e., service hours) performed by designated staff position titles shall be reimbursable under this Agreement. A listing of such designated staff position titles shall be provided to the SAPC ten (10) days prior to the effective date of this Agreement and shall be listed in the Schedule(s) referenced hereinabove.

Contractor shall maintain daily time records of those staff persons performing under such designated staff position titles, and providing services herein, which shall be signed by the employee and by his/her supervisor confirming the accuracy of the number of service hours being claimed for reimbursement. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

SAPC Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that substantially demonstrates the need for such rate adjustment, Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. SAPC Director shall review revised budget and cost report and determine whether a rate adjustment is necessary. In the event SAPC Director, in his/her sole discretion, determines a rate adjustment is necessary, SAPC shall provide prior written notice of such reimbursement rate changes to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Office. Any such changes in the

reimbursement rates shall be effected by an administrative amendment to this Agreement by SAPC Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for SAPC Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that Contractor will achieve in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e.,

program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Patient Reporting System ("LACPRS") for both intake and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation and Outcome Reporting Program, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate as set forth by the Schedule for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PERFORMANCE BENCHMARKS AND DASHBOARDS: Contractor performance for services provided under this Agreement shall be measured against County Benchmarks. County will regularly provide to Contractors a report of their performance and the corresponding benchmarks through SAPC Dashboards, which shall be made public and posted on the SAPC website. Contractors shall be responsible for reviewing the Dashboard and ensuring they meet the established benchmarks.

For purposes of measuring Contractor's performance, the following shall apply:

A. Contractor is expected to meet the County Benchmark in the selected areas identified by SAPC through directive(s).

B. If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30), then Contractor shall develop a performance improvement plan. When an improvement plan must be completed, it shall be submitted to SAPC Director or his designee, by no later than September 15 of the next fiscal year.

C. In addition to providing a performance improvement plan, Contractors that fall below 20% on one or more of the benchmarks, as indicated by their Dashboards, shall also participate in a process improvement activity that addresses the benchmark requiring improvement. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or his designee.

8. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any), and medical histories; participant identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and participant; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; a record of client interviews and any other intake information determined by County as necessary for program

evaluation purposes; and a discharge/transfer summary and any other discharge information determined by County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data for the purpose of program evaluation.

9. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

On an annual basis:

A. The total number of full time equivalent ("FTE") positions budgeted to the program hereunder is ____.

B. The total number of FTE positions dedicated to perform direct service hours during the Agreement term is ____.

C. Contractor shall provide a minimum of 1,601 actual service hours for each dedicated FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of ____ service hours (Subparagraph "B" amount X Subparagraph "C" amount as described hereinabove) during the Agreement term.

E. The projected minimum number of clients served during the Agreement term is ____.

10. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the County's automated LACPRS reporting system. For the purpose of reporting data, Contractor

will enter client information directly into the County LACPRS via Internet. In order to access LACPRS, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipments, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. Contractor will provide data as requested by the CalEMA, as appropriate.

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6/2011

(COST (PR) /2YR)

PROTOTYPES

SCHEDULE E

OUTPATIENT ALCOHOL/DRUG FREE COUNSELING SERVICES

	Period of (07/01/11- 06/30/12)	Period of (07/01/12- 12/31/12)
1. Units of Service (Service Hours)	_____	_____
2. Maximum Allocation.....	\$ <u>199,166</u>	\$ <u>49,792</u>
3. Projected Revenue.....	\$ _____	\$ _____
4. Projected Total Gross Program Cost..... (Item 2 plus Item 3)	\$ _____	\$ _____
5. Provisional Rate per Service Hour (Item 2 divided by Item 1)	\$ _____	\$ _____
6. Maximum Monthly Amount/Allocation (Item 2 divided by the number of months in applicable period)	\$ _____	\$ _____

Contractor's employee position eligible to perform Service Hours hereunder:

_____	_____
_____	_____
_____	_____

PROTOTYPES

STATEMENT OF WORK

OUTPATIENT COUNSELING SERVICES

(Outpatient Alcohol/Drug Free Counseling Services)
Women's Reentry Court

1. OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor, including but not limited to, the specific services to be provided as listed above, and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

Women's Reentry Court Program is a unique evidence-based program treating female parolees or probationers facing a new criminal charge who are diverted to treatment in lieu of being sentenced to state prison on a new charge. The Women's Reentry Drug Court Program provides residential treatment, followed by outpatient treatment. This newly implemented model enhances the normal outpatient services provided under the WRC, based on a grant received through the CaleMA, by providing specialized staff to focus on mental health support, job development and reentry coordination. This enhancement will ensure program participant receive additional enriched treatment services.

2. ADDITIONAL SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide the following additional specific services in

accordance with procedures formulated and adopted by Contractor's staff and approved by SAPC Director. The staff to client ratio in providing services shall be one (1) staff person for every fifteen (15) program clients.

The additional specific services to be provided by Contractor hereunder are as follows:

(1) Mental Health clinician, provide on-going mental health support and treatment in collaboration with treatment team. Provide individual, group and case management to WRC participants with mental health diagnoses. Develop case plans and work on medication needs and management for WRC participants.

(2) Job Developer, provide employment and job skills development, job training and employment placement services to WRC participants. Provide employment readiness services, including assessing and enhancing employability skills.

(3) Reentry Liaison, facilitate intake, run outpatient groups focused on reentry issues, and provide individual counseling and education to outpatient WRC participants. Coordinate the transition from residential to outpatient treatment services. Prepare and present court reports and attend weekly court hearings with clients.

(4) Conduct intake and initial client assessment/evaluation, including but not limited to, documentation of admission requirements, and medical and psychosocial histories and prepare initial treatment plan within the first 30 days from admission.

(5) Provide crisis intervention involving person-to-person contact between a qualified staff person and an identified client in crisis, to alleviate problems which present an imminent threat to the health of the client.

(6) Provide individual, group, family, and collateral counseling in accordance with the client's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.

(7) Coordinate the provision of services with other agencies, including those deemed appropriate by the WRC court judge and contractor for continuing to client's rehabilitation. Such services shall not be charged to County, nor be reimbursable to Contractor, hereunder.

(8) Provide, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug-free programs, satellite housing and to social services and mental health programs for other services.

(9) Contractor shall follow-up with former clients in accordance with Contractor's written policies and procedures which shall be approved by SAPC Director prior to commencement of this Agreement.

(10) Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

(11) Provide information and education on tuberculosis and access to tuberculosis screening and services, in accordance with Title 45 of the Code of Federal Regulations ("CFR") part 96.127(a)(1) and (a)(2).

(12) Provide information and education on viral hepatitis and sexually transmitted diseases (Chlamydia, Gonorrhea, Herpes, and Syphilis).

(13) Provide peer support discussion groups.

IF SPECIFIC SERVICES ARE TO BE PROVIDED TO PREGNANT AND PARENTING WOMEN HEREUNDER, SERVICE ARE AS FOLLOWS:

(1) Provide aftercare services to include participation in support groups for a minimum period of six (6) months.

(2) Provide for client supported on-site child care, or arrange for referral to a licensed child care provider, for clients' children while the clients participate in on-site treatment program activities and off-site ancillary services. Childcare provider under this Exhibit shall obtain and maintain in effect during the term of this Agreement all required licenses, permits, certificates, and comply with all federal, State and local laws, ordinances, regulations and directives to the performance hereunder.

(3) Provide education on the impact of alcohol and drug consumption during pregnancy and breast feeding.

(4) Provide training and education on building parenting skills and child development.

(5) Coordinate referrals for clients to obstetrical, gynecological, pediatric, social services and other community services.

(6) Provide or arrange for transportation, to and from the recovery and treatment site and to and from ancillary services, for clients who do not have their own transportation.

(7) Provide, or arrange through referral, access to educational and vocational training resources.

(8) Provide case management services to ensure that clients in treatment have access to or arrange for primary medical care, primary pediatric care, and other therapeutic interventions for themselves and their children, in accordance with Title 45 of the Code of Federal Regulations ("CFR") part 96.124(e).

(9) Provide exit planning to ensure program clients have support in recovery, including transition to community services and sober housing.

(10) Conduct outreach to identify and encourage pregnant, postpartum, and parenting women who use alcohol and other drugs to take advantage of these services; and to educate the professional community on perinatal services so that they become referral sources for potential clients.

3. SERVICE GOALS AND OBJECTIVES: To evaluate the services provided hereunder, Contractor's performance will be measured by

SAPC Director to determine the extent to which the service goals and objectives listed below have been met. Quantified goals and objectives are annualized unless otherwise specified. County will use such measurements, in conjunction with other available information, to determine the adequacy of Contractor's performance and to develop recommendations for continuation of services. Contractor shall maintain sufficient documentation to permit a comparison of actual performance to such service goals and objectives. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of the Additional Provisions of this Agreement. Contractor's performance will be measured based on the following goals and objectives.

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the services and Overall Goal statement above shall be submitted by Contractor within thirty (30) days following the execution of this Agreement for approval by SAPC Director.

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